

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

GARY G. FLICK, §  
Plaintiff, §  
v. §  
§  
THOMAS JEFFREY CAUFIELD, § NO: 3:18-CV-01734-K  
ESSENTIAL FINANCIAL EDUCATION, §  
INC., and THE TUITION FUNDING §  
SOURCE, L.L.C., §  
Defendants. §

**AGREED MOTION TO VACATE JUDGMENT AGAINST DEFENDANT  
ESSENTIAL FINANCIAL EDUCATION, INC. ONLY, AND FOR ENTRY OF  
MODIFIED FINAL JUDGMENT AS TO REMAINING DEFENDANTS**

TO THE HONORABLE JUDGE KINKEADE, UNITED STATES DISTRICT COURT  
JUDGE:

1. Plaintiff and Defendants respectfully move that, pursuant to FED. R. Civ. P. 60, the Court modify the agreed judgment entered on October 3, 2018 (Doc. 29) (the “Agreed Final Judgment”) by vacating the agreed judgment against Defendant Essential Financial Education, Inc., *only*. Plaintiff and Defendants Caufield and The Tuition Funding Source, LLC also request entry of a modified final judgment (the “Modified Agreed Final Judgment”) pursuant to FED. R. Civ. P. 54(b) against Defendants Caufield and The Tuition Funding Source, LLC (the “Judgment Defendants”), but deleting references to Essential Financial Education, Inc. A proposed form of the Modified Agreed Final Judgment is submitted with this motion.
2. Plaintiff filed the motion to enter the Agreed Final Judgment against all Defendants on September 26, 2018 and judgment was entered on October 3, 2018.

3. On September 25, 2018, Plaintiff had also filed an involuntary bankruptcy petition pursuant to Chapter 7 of the Bankruptcy Code in the Northern Bankruptcy District of Texas under Case No. 18-33108-bjh7 against Defendant Essential Financial Education, Inc. This proceeding was filed to protect Plaintiff’s position regarding a preference and fraudulent transfer

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action. The motion for the entry of judgment as to Essential Financial Education, Inc.—albeit inadvertently—violated the automatic stay triggered by the bankruptcy proceedings under 11 U.S.C. § 362(a).

4. Plaintiff and Defendants agree that the entry of judgment against Essential Financial Education, Inc., was inadvertent, and that no prejudice or injury has been occasioned to Essential Financial Education, Inc., or its bankruptcy estate as a result of the entry of judgment.

5. Plaintiff and Defendants seek to modify the judgment of October 3, 2018 to vacate the portion of the judgment against Essential Financial Education, Inc. Plaintiff shall seek and obtain relief from the automatic stay in the Bankruptcy Court before filing a further motion to enter judgment against Essential Financial Education, Inc.

6. After entry of the order vacating the judgment as to Essential Financial Education, Inc. only, and entry of the Modified Agreed Final Judgment, this case may be administratively closed pending an order from the Bankruptcy Court lifting the automatic stay.

7. For the avoidance of doubt, and so far as Plaintiff and Defendants are aware, neither Defendant Thomas J. Caufield nor The Tuition Funding Source, LLC are subject to any pending bankruptcy proceedings and are not subject to any automatic stay. Further, no co-debtor stay applies in cases under Chapter 7 of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.*

DATED: October 10, 2018

RESPECTFULLY SUBMITTED,

**GLAST, PHILLIPS & MURRAY, P.C.**

/s/ M.E. Furse

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**ATTORNEYS FOR PLAINTIFF**

AGREED AS TO FORM AND SUBSTANCE:

GARY G. FLICK  
By: Gary G. Flick

His: Counsel

THOMAS J. CAUFIELD

Thomas J. Caufield

ESSENTIAL FINANCIAL EDUCATION, INC.

By: Thomas J. Caufield  
Director

THE TUITION FUNDING SOURCE, LLC

By: Thomas J. Caufield  
Director

DALLAS, TEXAS, this 10th day of October 2018

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ED KINKEADE  
UNITED STATES DISTRICT COURT JUDGE

**CERTIFICATE OF CONFERENCE**

I certify that on October 10, 2018 I conferred with Thomas J. Caufield, and he, both individually and on behalf of Defendants Essential Financial Education, Inc. and The Tuition Funding Source, LLC, does not oppose this motion to vacate the judgment entered against Defendant Essential Financial Education, Inc. on October 3, 2018.

*/s/ M.E. Furse*  
MATTHEW E. FURSE